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engaged. *Steam Dredge, No. 1*, (D. C.) 87 Fed. 760; *The Atlantic*, 53 Fed. 607. Regarding the question of a non-navigable dredge being subject to a maritime lien, there is no satisfactory test as to what floating structures are, and what are not, subject to admiralty jurisdiction, but Judge Hanford, in *McRae v. Bowers Dredging Co.*, 86 Fed. 344, where he declares that a steam dredge is within the jurisdiction of an admiralty court, suggests a good rule by his reasoning that "She has mobility, and her element is the water. She can be used afloat and not otherwise. She has carrying capacity, and her employment has direct reference to commerce and navigation."

MUNICIPAL CORPORATIONS—STREETS—TELEGRAPHS—POLES IN STREETS—POWER TO PROHIBIT ERECTION—STATE EX REL. WISCONSIN TELEPHONE CO. V. CITY OF SHEBOYGAN, 87 N. W. (Wis.) 657.—Appeal from a judgment in favor of the defendant. This is an action of mandamus against the city of Sheboygan and others.

The relator, the Wisconsin Telephone Co., sought to erect and maintain poles and wires in Sheboygan, a city of about 50,000 inhabitants, and were prevented from so doing on the ground that the relator refused to comply with certain conditions, regarding rates of fare, free use of poles by the city, etc., which conditions the city of Sheboygan claimed were proper police regulations. *Held*, that city had no such power. Judgment was therefore reversed.

The present case is certainly very near the line. The tendency in most states has been towards giving municipalities considerable scope in the exercise of its police powers to regulate the overcrowding its streets with unsightly poles and wires. And this jurisdiction has laid down a liberal doctrine in the city of Marshfield, case 78 N. W. 735, 102 Wis. 604, but appears to wish to restrict corporate powers more closely in the present instance.

NEGOTIABLE INSTRUMENTS—ALTERATION.—HOFFMAN V. PLANTERS' NATIONAL BANK, 39 So. E. Rep. 134, (Virginia).—H. signed a note, payable to herself, and, without endorsing it, gave it to W. to take up a note held by a bank signed by W. and indorsed by H. The bank struck off the name of H. as payee, and inserting that of W. had W. indorse it. *Held*, that this was a material alteration, avoiding the note as to H.

Whether signing the note as drawer and omitting to put her name on the back thereof as indorser was accidental or not is immaterial. It was an incomplete instrument, its defects not being such that authority to complete the instrument was to be implied from the nature of the contract or from custom. Changing the note by erasing the original and inserting a different payee is a material alteration. *Robinson v. Berryman*, 22 Mo. App. 512.

NUISANCE—POWDER MAGAZINE.—TUCKASHNISKY V. LEHIGH & W. COAL CO., 49 Atl. 308 (Penn.).—A powder magazine, containing explosives in small quantities, originally located in a non-residence district, but around which people had settled, was struck by lightning and exploded, injuring the plaintiff, who lived nearby. No complaint had ever been made about this